

THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

December 8, 2005

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

> > Don Knabe Fourth District

Michael D. Antonovich Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 2 TO REDDINET EMERGENCY COMMUNICATION SYSTEM AGREEMENT NO. H-207963 WITH THE HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

(All Districts) (3 Votes)

CIO RECOMMENDED: APPROVE APPROVE WITH MODIFICATION [] DISAPPROVE []

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 (Exhibit I) to Agreement No. H-207963 with the Hospital Association of Southern California to extend the term for the ReddiNet Emergency Communications System for the continued provision of support services, effective January 1, 2006 through March 31, 2006, on a month-to-month basis, for a total cost of \$36,842, partially offset by grant funding from the Health Resources and Services Administration and Centers for Disease Control and Prevention.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Board approval of this action will authorize the Hospital Association of Southern California (HASC) to provide ongoing support for emergency and disaster services. The 90-day extension will allow the County and HASC time to complete negotiations to enter into a new long term agreement.

FISCAL IMPACT/FINANCING:

The negotiated County maximum obligation for the 90-day term extension is \$36,842, partially offset by grant funding from the Health Resources and Services Administration and the Centers for Disease Control and Prevention in the amount of \$27,500, with a net County cost of \$9,342. Funding for this Amendment is included in the Fiscal Year (FY) 2005-06 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The ReddiNet Emergency Communications System (ReddiNet), operating since January 19, 1989, is a computerized communications system utilizing a computer controlled microwave linkage between the Medical Alert Center (MAC), as the Central Point, and 81 private and County hospitals including

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LAC+USC, Martin Luther King, Jr./Drew, Harbor-UCLA, and Olive View/UCLA Medical Centers, Rancho Los Amigos National Rehabilitation Center, and High Desert Health System.

ReddiNet is utilized on an ongoing basis to: 1) monitor the diversion status of emergency departments to determine the most appropriate hospital to which a 9-1-1 ambulance patient will be transported; 2) inform hospitals of incoming 9-1-1 patients; and 3) transmit and receive information from hospitals during a disaster.

ReddiNet provides an invaluable tool for determining the real time status of emergency departments throughout the County. This information is readily available to paramedic base hospitals and is used to determine the most appropriate hospital to which a 9-1-1 patient is transported. All paramedic base hospitals, including LAC+USC, King/Drew, and Harbor-UCLA Medical Centers, are required to install and maintain ReddiNet. Hospitals not equipped with ReddiNet are not permitted to divert paramedic 9-1-1 patients. Other entities which utilize ReddiNet include paramedic ambulances for the Los Angeles City Fire Department, Los Angeles City Fire Dispatch, Verdugo Dispatch and the Los Angeles County Emergency Operations Center. ReddiNet provides for the broadcasting of information to hospitals of suspected bioterrorism activity that could impact their emergency departments. Suspected agents, decontamination procedures and treatment protocols can be transmitted on ReddiNet.

On December 7, 2002, the Board approved a replacement agreement in order to continue HASC's ReddiNet services, effective January 1, 2003 through June 30, 2005.

On February 10, 2004, the Board approved Amendment No.1 to continue to provide ongoing support for emergency and disaster management with a terminal management fee increase for insurance premiums, hardware and software maintenance, and a fee increase for the Bioterrorism Program for software modification, purchase of additional licenses for internet access, and a consultant trainer.

On June 9, 2005, a letter of extension was signed by the County and HASC to extend the Agreement through December 31, 2005 while negotiations continued for a new agreement.

Amendment No. 2 will allow HASC to continue providing support for emergency and disaster management services through ReddiNet while the Department concludes negotiations with HASC to reach a new agreement for provision of services.

The Agreement may be terminated by either party with the provision of 90 days prior written notice.

County Counsel has approved the amendment (Exhibit I) as to use and form.

Attachment A provides additional information.

It is not appropriate to advertise an amendment on the Los Angeles County online web site.

CONTRACTING PROCESS:

The ReddiNet System was designed and developed by HASC under a sole source agreement with the County. The Department is not aware of any other system which provides the same benefit of rapid response in the event of a disaster to enable hospitals to divert patients to other hospitals with available beds. The system is a network system and has proven effective since its implementation in 1989.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the amendment is essential for the continuation of a reliable countywide emergency and disaster communications system with hospitals and associated emergency service providers.

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When approved, this Department required three copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D. Director and Chief Medical Officer

TLG:cvm BLETCD4155:CVM

Attachment (2)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

Jon W. Fullinwider Chief Information Officer (See Attached Analysis)

SUMMARY OF AGREEMENT AMENDMENT

1. Type of Service:

Ongoing support services for the ReddiNet Emergency Communications System at six County-owned facilities.

2. Agency Addresses and Contact Persons:

Hospital Association of Southern California 515 S. Figueroa Street, Suite 1300 Los Angeles, California 90071

Attention:

Cathy Winans

Telephone:

(213) 538-0700

3. Term:

Amendment No. 2 to Agreement No. H-207963 will be effective January 1, 2006 through March 31, 2006. This amendment may be terminated by either party with the provision of 90-days prior written notice.

4. Financial Information:

Services Fees

<u>Facility</u>	<u>No. of</u> <u>Terminals</u>	* <u>Terminal</u> <u>Management</u>	** <u>Consultant</u> <u>Trainer</u>	<u>Total</u>
Central Point (MAC)	3	\$0	\$27,500	\$27,500
LAC+USC MC	2	\$1,668	\$0	\$1,668
Harbor/UCLA MC	1	\$1,446	\$0	\$1,446
King/Drew MC	1	\$1,446	\$0	\$1,446
Rancho Los Amigos NRC	1	\$1,446	\$0	\$1,446
Olive View/UCLA MC	2	\$1,668	\$0	\$1,668
High Desert HS	2	\$1,668	\$0	\$1,668
Total Cost:	12	\$9,342	\$27,500	\$36,842
	ф			

NOTE:

Total Fee:

*County Funding:

**Grant Funding:

\$ 36,842 \$ 9,342

\$ 27,500

from Health Resources and Services Administration and Centers for Disease Control and Prevention

5. Facilities to be served:

The system is in operation at LAC+USC, Harbor/UCLA, Martin Luther King/Charles R. Drew, and Olive View/UCLA Medical Centers, Rancho Los Amigos National Rehabilitation Center and High Desert Health System.

6. Approvals:

Emergency Medical Services:

Carol Meyer, Director

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel:

Edward A. Morrissey, Deputy County Counsel

Chief Information Office:

Jon W. Fullinwider, Chief Information Officer

CAO Budget Unit:

George Parker

BLETCD4155:CVM

cvm: 12/01/05

CIO ANALYSIS

AMENDMENT NO. 2 TO REDDINET EMERGENCY COMMUNICATIONS SYSTEM AGREEMENT NO. H-207963 WITH HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

CIO RECOMMENI		PROVE APPR APPROVE	ROVE WITH MODIFICATION	
Contract Type: New Contract Sole Source		Contract Amendment Hardware Acquisition	Contract Extension Other	
New/Revised Cor	ntract Term: Base	e Term: <u>90</u> days	# of Option Yrs <u>N/A</u>	
Contract Compor		Hardware	Telecommunications	
Project Executive	Sponsor: Carol M	Meyer, Director, Emergei	ncy Medical Services	
Is this federa	nount \$284, act Amount \$36, act Amount \$321, und: project legislatively project subvented? I funding.	Question mandated? If yes, what percentage	e is offset? 75 percent offset by	
☐ ☐ Is this depart	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?			
Strategic Alignment:				
Yes No		Question	Annatas Chatagia Plan?	
Is this	project in alignmen	t with the County of Los	Angeles Strategic Plan?	
Autom	Is this project consistent with the currently approved Department Business Automation Plan?			
Directi	Does the project's technology solution comply with County of Los Angeles IT Directions Document?			
Does 1	he project technolo ndards?	gy solution comply with	preferred County of Los Angeles	

	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS). This simply a maintenance agreement.
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Project/Contract Description:

The Department of Health Services (DHS) is requesting your Board to delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign Amendment No. Two to Agreement No. H-207963 with the Hospital Association of Southern California (HASC) for system terminal management fees and a Consultant Trainer. This Amendment will increase the contract sum by \$38,627, for a total of \$321,554.

Background:

The ReddiNet System implemented in January 1989 is a networked messaging system between the Emergency Medical Services Agency's Medical Alert Center (MAC), as the Central Point, and 81 hospitals including the six (6) County-operated hospitals in Los Angeles County. The original agreement with HASC, which was approved by the Board on May 5, 1998, provided for ongoing system support services at the County-operated hospitals and 1998, provided for ongoing system support services at the County-operated hospitals and MAC. Subsequently, your Board renewed the agreement (effective January 1, 2003 through June 30, 2005) to continue these support services at these County facilities.

The proposed Amendment, if authorized by your Board, will allow continued support services for emergency and disaster management, while the County and HASC can complete negotiations for a new long-term agreement.

Project Justification/Benefits:

The ReddiNet System provides emergency and disaster communications with the MAC and 81 private hospitals within the County. It is used to monitor hospitals' emergency department diversion status, which is used by hospitals and paramedics to determine hospital destinations of 9-1-1 ambulance patients. The system is also used to transmit and receive information from hospitals and the MAC during disasters. The 90-day extension will allow the County and HASC time to complete negotiations to enter into a new long-term agreement.

Project Metrics

This is a maintenance agreement for an existing operational system and the metric is that the system will continue to operate reliably. Software modification payments are contingent on meeting contract defined business and technical specifications.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

This is a proprietary software and there is no other source of maintenance support. DHS' disaster response capability would be compromised because emergency departments and the MAC would be unable to communicate status.

Alternatives Considered:

The ReddiNet System is the only emergency and disaster communications system network linked to hospitals. There are no other vendors that can provide the system modifications and maintenance currently provided by the ReddiNet technical staff.

Project Risks:

None

Risk Mitigation Measures:

None

Financial Analysis:

This amendment will increase the contract sum by \$36,842. The funding for this amendment is offset by \$27,500 in federal grant funding from Health Resource and Services Administration and Centers for Disease Control.

CIO Concerns:

None.

CIO Recommendations:

My office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received:

Prepared by:

Date:

Approved:

Date:

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REDDINET SYSTEM SUPPORT AGREEMENT LOS ANGELES AREA SYSTEM AMENDMENT NO. 2

	THIS AMENDMENT is ma	day	
of _		, 2005,	
	by and between	COUNTY OF LOS ANGEL "County"),	.ES (hereafter
	and	HOSPITAL ASSOCIATION CALIFORNIA (formerly He of Southern California), (he	

WHEREAS, reference is made to that certain document entitled "REDDINET SYSTEM SUPPORT AGREEMENT", dated December 17, 2002, and further identified as County Agreement No. H-207963 (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term to a ninety (90) day term effective from January 1, 2006 through Mach 31, 2006 on a month-to-month basis for the provision of continued support services for emergency and disaster management hereinafter; and

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective from January 1, 2006.
- 2. Section 2.2 of Article Two, Responsibilities of County, shall be deleted in its entirety and replaced with the following:

- Until and unless revised in accordance with Section 2.3 below, the "2.2 Maximum Agreement Sum, which includes an annual amount of One Thousand, Ninety-Seven Dollars (\$1,097), for additional software enhancements and Eight Thousand, Seven Hundred, Fifty-Three Dollars (\$8,753) thereafter. This Maximum Agreement Sum covers all services delineated in Article One of this Agreement. Costs for software program enhancements to the system, if required, are separate and are addressed in Section 2.4. Costs for ReddiNet internet access are addressed in Section 2.5. For the period of January 1, 2006 through March 31, 2006 the Maximum Agreement Sum for service management fees is Thirty-Six Thousand, Eight Hundred Forty-Two Dollars (\$36,842), and is distributed as follows: Nine Thousand, Three Hundred Forty-Two Dollars (\$9,342) for Terminal Management, Four Thousand, and Twenty-Seven Thousand and Five Hundred Dollars (\$27,500) Consultant Trainer, as set forth in Exhibit B-2 attached hereto."
- 3. Section 6.14 of Article Six, <u>TERMINATION FOR BREACH OF WARRANTY</u>

 <u>TO MAINTAIN COMPLIANCE WITH COUNTY CHILD SUPPORT COMPLIANCE</u>

 <u>PROGRAM</u>, shall be deleted in its entirety and replaced with the following:
 - "6.14 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

 COMPLIANCE WITH COUNTY CHILD SUPPORT COMPLIANCE

 PROGRAM: Failure of Contractor to maintain compliance with the

requirements set forth in Paragraph 6.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), hereinabove, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Terms and Termination paragraphs of this Agreement, and pursue debarment, pursuant to County Code Chapter 2.202."

- 4. Section 6.15 of Article Six, <u>CONTRACTOR'S ACKNOWLEDGMENT OF</u>

 <u>COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT</u>, shall be deleted in its entirety and replaced as follows:
- "6.15 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S

 COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Intentionally left blank."
- 5. Section 6.18 of Article Six, <u>CONTRACTOR RESPONSIBILITY AND</u>

 <u>DEBARMENT</u>, shall be deleted in its entirety and replaced as follows:

"6.18 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
 - B. Contractor is hereby notified that, in accordance with Chapter

- 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing

Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately

demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and

recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to any subcontractors of County Contractors."
- 6. Exhibit B.2, ReddiNet Service Maintenance Fees, New Terminal Management fees, is added to the Agreement and attached hereto and incorporated herein by reference.
- 7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los

Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

	COUNTY OF LOS ANGELES
	By Thomas L. Garthwaite, M.D. Director and Chief Medical Officer
	HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA Contractor
	By Signature
APPROVED AS TO FORM:	By Janes D. Daylor Printed Name
LLOYD W. PELLMAN COUNTY COUNSEL	Title President (FO) (AFFIX CORPORATE SEAL)
ByDeputy	(ALTIX GORT GRATE GENE)
APPROVED AS TO CONTRACT ADMINISTRATION:	
Department of Health Services	
ByCara O'Neill, Chief, Contracts and Gra	nts

AMENDCD4155.CVM cvm:12/01/2005

EXHIBIT B-2

TERMINAL MANAGEMENT AND HEALTH/BIOTERRORISM VOLUME AND SURVEILLANCE

Total:	12	\$ 9,342	\$27,500	\$36,842
High Desert HS	2	\$ 1,668	\$0	\$ 1,668
Olive View/UCLA MC	2	\$ 1,668	\$0	\$ 1,668
Rancho Los Amigos	1 .	\$ 1,446	\$0	\$ 1,446
King/Drew MC	1	\$ 1,446	\$0	\$ 1,446
Harbor/UCLA MC	1	\$ 1,446	\$0	\$ 1,446
LAC+USC MC	2	\$ 1,668	\$0	\$ 1,668
Central Point	3	\$0	\$27,500	\$27,500
<u>Facility</u>	<u>No. of</u> <u>Terminals</u>	* <u>Terminal</u> <u>Management</u>	** <u>Consultant</u> <u>Trainer</u>	<u>Total</u>

Total Fee:

\$ 36,842

* County Funds:

\$ 9,342

** Grant Funding:

\$ 27,500 from the Health Resources and Services

Administration and Centers for Disease Control And Prevention for the Health Bioterrorism Volume

and Surveillance Program

AMENDCD4155.CVM cvm:12/01/2005